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18 Attorneys for Plaintiff
19 UNITED STATES OF AMERICA

20 UNITED STATES DISTRICT COURT

21 FOR THE CENTRAL DISTRICT OF CALIFORNIA

22 UNITED STATES OF AMERICA,

23 No. CR 2:24-621(B)-MWF

24 Plaintiff,

25 v.
26 STIPULATION AND JOINT REQUEST FOR
27 ATTORNEYS' EYES ONLY ("AEO")
28 PROTECTIVE ORDER REGARDING CERTAIN
29 DISCOVERY

30 DURK BANKS, et al.,

31 Defendants.

32 PROPOSED ORDER FILED SEPARATELY

33 Plaintiff United States of America, by and through its counsel
34 of record, the Acting United States Attorney for the Central
35 District of California and Assistant United States Attorneys Ian V.
36 Yanniello, Gregory W. Staples, and Daniel H. Weiner, and defendants
37 DURK BANKS, DEANDRE DONTRELL WILSON, DAVID BRIAN LINDSEY, and ASA
38 HOUSTON, by and through their counsel (collectively the "parties"),
39 hereby stipulate that:

40 Introduction and Grounds for Protective Order

1 1. Defendants previously stipulated to, and this Court
2 entered, a protective order governing the use and dissemination of
3 discovery containing (1) personal identifying information ("PII") of
4 real persons pursuant to Federal Rule of Criminal Procedure Rule
5 16(d)(1), (2) medical information; (3) material that may contain
6 information within the scope of the Privacy Act, and (4) information
7 related to protected witnesses who participated in the government's
8 investigation, who may testify at trial, and/or whose safety may be
9 endangered by disclosure of identifying information. This
10 Stipulation and Order is in addition to and supplements the
11 previously filed protective order. (Dkt. 104.)

12 2. At defendants' request, the government has agreed to
13 produce the following materials, which defendants agree will be
14 covered by this Attorney's Eyes Only ("AEO") Protective Order: (1)
15 digital data from co-defendants' and/or co-conspirators'
16 devices/accounts (including extractions of cell phones); and (2)
17 non-privileged recordings of jail calls and messages of certain
18 co-defendants' and/or co-conspirators. An AEO Protective Order is
19 necessary so that the government can produce to defense counsel
20 these materials, while protecting sensitive information from
21 unauthorized disclosure.

22 3. The purpose of the AEO Protective Order is therefore to
23 allow the government to comply with its obligations pursuant to the
24 Order while protecting sensitive information from unauthorized
25 dissemination.

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Definitions

4. The parties agree to the following definitions:

a. "AEO Materials" includes any extraction of a digital device and/or account information that does not belong to defendant (which in some cases may be a mirror image of a device/account and include information that the government has not seized pursuant to a warrant), and any recordings of jail calls and messages of certain co-defendants' and/or co-conspirators.

b. "AEO Information" refers to any document or information containing AEO Materials that the government produces to the defense pursuant to this AEO Protective Order and any copies thereof.

c. The "AEO Defense Team" includes (1) defendants' counsel of record ("defense counsel"); and specific attorneys, paralegals, and/or investigators (i) whom defense counsel has identified to the government (ii) who have agreed in writing to be bound by the requirements of this AEO Protective Order provided to the government. The AEO Defense Team does not include the defendants, defendants' family members, any employees of defendants, any other associates of defendants, or anyone who has not signed this stipulation.

Terms of the AEO Protective Order

5. The parties jointly request the Court to enter the AEO Protective Order, which will permit the government to produce AEO Information to be viewed only by members of the AEO Defense Team and communicated orally to defendants, and to be kept by the AEO Defense Team in a manner that preserves the privacy and security of third

1 parties. The parties agree that the following conditions in the AEO
2 Protective Order will serve these interests:

3 a. The government is authorized to provide defense
4 counsel with AEO Information marked with the following legend:
5 "ATTORNEYS' EYES ONLY ("AEO") -- CONTENTS SUBJECT TO AEO PROTECTIVE
6 ORDER." The government may put that legend on the digital medium
7 (such as DVD or hard drive) or simply label a digital folder on the
8 digital medium to cover the content of that digital folder.

9 b. If defendants object to a designation that material
10 contains AEO Information, the parties shall meet and confer. If the
11 parties cannot reach an agreement regarding defendants' objection,
12 defendants may apply to the Court to have the designation removed.

13 c. Defendants and the AEO Defense Team agree to use the
14 AEO Information solely to prepare for any pretrial motions, plea
15 negotiations, trial, and sentencing hearing in this case, as well as
16 any appellate and post-conviction proceedings related to this case.
17 Defendants and the AEO Defense Team may lodge AEO Information in
18 court accompanied by an ex parte application to file under seal
19 and/or in camera, but may not file AEO Information on the public
20 docket.

21 d. The AEO Defense Team shall not permit anyone other
22 than the AEO Defense Team to have possession of AEO Information at
23 any time. At no time, under no circumstance, will any AEO
24 Information be shown to the defendants, or left in the possession,
25 custody, or control of defendants, regardless of defendants' custody
26 status. The AEO Defense Team shall not show, orally disclose, or
27 share in any manner with any other individual or witness any AEO
28 Information, including any family member of a defendant. The AEO

1 Defense Team may orally disclose AEO Information with defendants,
2 except for any information identifying the location or whereabouts
3 of any protected witness of any family member of a protected
4 witness, and any personal identifying information of any family
5 member of a protected witness.

6 e. Defendants cannot see, review, copy, keep, maintain,
7 summarize, memorialize, or otherwise possess any AEO Information.

8 f. The AEO Defense Team cannot review AEO Information
9 with anyone, including but not limited to any witness(es) or
10 potential witness(es). Before being shown any portion of AEO
11 Information, any additional proposed members of the AEO Defense Team
12 must be identified to the government, and be informed of, and agree
13 in writing to be bound by, the requirements of the AEO Protective
14 Order by the applicable defense counsel. No member of the AEO
15 Defense Team shall permit anyone to retain AEO Information or any
16 notes generated from AEO Information.

17 g. The AEO Defense Team shall maintain AEO Information
18 safely and securely, and shall exercise reasonable care in ensuring
19 the confidentiality of those materials by (1) not permitting anyone
20 other than members of the AEO Defense Team to see AEO Information;
21 (2) not divulging to anyone other than members of the AEO Defense
22 Team and defendants the contents of AEO Information; and (3) not
23 permitting AEO Information to be outside the AEO Defense Team's
24 offices or personal presence. AEO Information shall not be left
25 unattended in any vehicle.

26 h. To the extent that the AEO Defense Team create notes
27 that contain, in whole or in part, AEO Information, or to the extent
28 that copies are made for authorized use by members of the AEO

1 Defense Team, such notes, copies, or reproductions become AEO
2 Information subject to the AEO Protective Order and must be handled
3 in accordance with the terms of the AEO Protective Order.

4 i. The AEO Defense Team shall use AEO Information only
5 for the litigation of this matter, which includes any appeal filed
6 by defendants and any motion filed by defendants pursuant to 28
7 U.S.C. § 2255, and for no other purpose but shall not file any AEO
8 Information without first redacting such information or, in the
9 event that a party needs to file AEO Information with the Court or
10 divulge the contents of AEO Information in court filings, the filing
11 should be lodged for filing under seal and/or in camera. If the
12 Court rejects the request to file such information under seal and/or
13 in camera, the party seeking to file such information publicly shall
14 provide advance written notice to the other party to afford such
15 party an opportunity to object or otherwise respond to such
16 intention. If the other party does not object to the proposed
17 filing, the party seeking to file such information shall redact any
18 AEO Information and make all reasonable attempts to limit the
19 divulging of AEO Information.

20 j. The parties agree that any AEO Information
21 inadvertently produced in the course of discovery prior to entry of
22 the AEO Protective Order shall be subject to the terms of the AEO
23 Protective Order. If AEO Information was inadvertently produced
24 prior to entry of the AEO Protective Order without being marked
25 "ATTORNEYS' EYES ONLY - CONTENTS SUBJECT TO AEO PROTECTIVE ORDER,"
26 the government shall reproduce the material with the correct
27 designation and notify defense counsel of the error. The AEO
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1 Defense Team shall take immediate steps to destroy the unmarked
2 material, including any copies.

3 k. The parties agree that if any AEO Information
4 contains both AEO Information and another category of Confidential
5 Information pursuant to the previously entered protective orders,
6 the information shall be handled in accordance with the AEO
7 Information provisions of the AEO Protective Order.

8 l. AEO Information shall not be used by the AEO Defense
9 Team, in any way, in any other matter, absent an order by this
10 Court. All materials designated subject to the AEO Protective Order
11 maintained in the AEO Defense Team's files shall remain subject to
12 the AEO Protective Order unless and until such order is modified by
13 this Court. Within 30 days of the conclusion of appellate and post-
14 conviction proceedings, defense counsel shall return AEO Materials
15 to the government or certify that such materials have been
16 destroyed.

17 m. In the event that there is a substitution of counsel
18 prior to when such documents must be returned, new defense counsel
19 must be informed of, and agree in writing to be bound by, the
20 requirements of the AEO Protective Order before the undersigned
21 defense counsel transfers any AEO Information to the new defense
22 counsel. New defense counsel's written agreement to be bound by the
23 terms of the AEO Protective Order must be returned to the Assistant
24 U.S. Attorney assigned to the case. New defense counsel then will
25 become the AEO Defense Team's custodian of materials designated
26 subject to the AEO Protective Order and shall then become
27 responsible, upon the conclusion of appellate and post-conviction

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1 proceedings, for returning to the government or certifying the
2 destruction of all AEO Materials.

3 n. Defense counsel agrees to advise all members of the
4 AEO Defense Team of their obligations under the AEO Protective Order
5 and ensure their agreement to follow the AEO Protective Order, prior
6 to providing members of the AEO Defense Team with access to any
7 materials subject to the AEO Protective Order. Defense counsel also
8 agrees to explain to defendants that they are not permitted to see,
9 review, copy, keep, maintain, summarize, memorialize, or otherwise
10 possess AEO Information and Materials.

11 o. Defense Counsel have conferred with defendants
12 regarding this stipulation and the proposed order thereon, and
13 defendants agree to the terms of the proposed order.

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1 p. Accordingly, the parties have agreed to request that
2 the Court enter a protective order in the form submitted herewith.

3 IT IS SO STIPULATED.

4 DATED: October 28, 2025

BILAL A. ESSAYLI
Acting United States Attorney

ALEXANDER B. SCHWAB
Assistant United States Attorney
Acting Chief, Criminal Division

8 /s/
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GREGORY W. STAPLES
DANIEL H. WEINER
11 Assistant United States Attorneys

12 Attorneys for Plaintiff
13 UNITED STATES OF AMERICA

14 /s/ (via e-mail authorization)
15 DREW FINDLING
MARISSA GOLDBERG
JONATHAN BRAYMAN
CHRISTY O'CONNOR
16 Attorney for defendant
DURK BANKS

19 CRAIG HARBAUGH
20 Attorney for defendant
DEANDRE WILSON

21 /s/ via (e-mail authorization)
22 ROBERT JONES
TILLET MILLS
23 Attorney for defendant
DAVID BRIAN LINDSEY

24 /s/ via (e-mail authorization)
25 SHAFFY MOEEL
26 Attorney for defendant
ASA HOUSTON

1 p. Accordingly, the parties have agreed to request that
2 the Court enter a protective order in the form submitted herewith.

3 IT IS SO STIPULATED.

4 DATED: October 20, 2025

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Acting United States Attorney

ALEXANDER B. SCHWAB
Assistant United States Attorney
Acting Chief, Criminal Division

8 /s/
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